



## Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact [support@jstor.org](mailto:support@jstor.org).

performance of the contract. *Held*, that he cannot recover. *Moore and Bridgman v. U. S. Fidelity and Guaranty Co.*, 113 S. W. 947 (Tex., Civ. App.).

Garnishment in no way changes the situation of the parties except that the defendant's claim against the garnishee is thereby transferred to the plaintiff. *North Chicago Rolling Mill Co. v. St Louis Ore and Steel Co.*, 152 U. S. 596. A garnishee loses none of those rights of set-off and defense which existed or were actually accruing at the time of the service of attachment and which might have been asserted by him had the defendant himself sought to enforce the claim. *Farmers' and Merchants' Bank v. Franklin Bank*, 31 Md. 404. Nor are his rights enlarged. See *Fifield v. Wood*, 9 Ia. 249. On these principles a factor receiving goods for sale and making advances thereon cannot, by garnishment, be deprived of his right to sell. *White Mountain Bank v. West*, 46 Me. 15. Moreover, the garnishee is entitled to the benefit of any existing contract he may have with the defendant. *Baltimore and Ohio R. R. Co. v. Wheeler*, 18 Md. 372. So, in the principal case, the contract was in no way affected. Recovery on an attachment bond is limited to such damages as are the direct result of the wrongful attachment. *Higgins v. Mansfield*, 62 Ala. 267. But a misconception by the garnishee of the legal consequences of the attachment cannot be considered such a direct result. *Goodbar v. Lindsley*, 51 Ark. 380.

**HABEAS CORPUS — LEGAL EXISTENCE OF COURT ATTACKED IN HABEAS CORPUS PROCEEDINGS.** — The relator, who had been convicted and sentenced to imprisonment, brought a writ of *habeas corpus*, alleging that the court that tried him was not legally created, in that the legislative act on which it was founded had been vetoed by the governor, and not passed by a sufficient majority thereafter. *Held*, that the legal existence of a court organized and created under color of law cannot be inquired into in *habeas corpus* proceedings. *State ex rel. Bales v. Bailey*, 118 N. W. 676 (Minn.).

Unless a court is created by the constitution or by a valid act of the legislature, it has no jurisdiction. *Re Norton*, 64 Kan. 842. And all proceedings before a court without jurisdiction are void. *Ex parte Jones*, 27 Ark. 349. So an imprisonment by such a court is an unlawful detention of the person, for which relief is given by *habeas corpus*. *People v. McLeod*, 1 Hill (N. Y.) 377. But it is believed that when jurisdiction depends on the constitutionality of a statute, the statute should not be tested in such hurried proceedings; though, it is true, this contention does not seem to be universally supported by the authorities. See *Ex parte Snyder*, 64 Mo. 58; *Ex parte Pitts*, 35 Fla. 149. The Minnesota rule, however, as here laid down, is based on the supposedly analogous case of a *de facto* judge, it being settled that his position cannot be attacked collaterally. See *Burt v. Winona & St. Peter R. Co.*, 31 Minn. 472. But the analogy fails; for whereas a *de facto* court has no jurisdiction, the very existence of a *de facto* judge depends on the existence of a *de jure* court, and his acts are binding on third parties and are only reviewable by the state. *Clark v. Commonwealth*, 29 Pa. St. 129. See *Norton v. Shelby County*, 118 U. S. 425.

**INTERSTATE COMMERCE — INTERSTATE COMMERCE COMMISSION — COMMISSION'S POWER TO INTERROGATE.** — In the course of an investigation the Interstate Commerce Commission interrogated the defendant with the object of ascertaining whether the directors of a railroad engaged in interstate business had expended its funds while the defendant was an officer of the railroad in buying stocks at inflated prices, or stocks that should not have been purchased. On refusal to answer, suit was instituted to compel him to do so. *Held*, that he need not answer. *Interstate Commerce Commission v. Harriman*, U. S. Sup. Ct., Dec. 14, 1908.

This decision reverses the decision of the lower court, commented upon in 21 HARV. L. REV. 431.

**JUDGMENTS — SATISFACTION — EFFECT OF EXECUTION SALE OF EX-EMPT PROPERTY.** — A judgment creditor levied on and sold property of the